

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

MARIA DEL PILAR LAPEIRA PEREZ
PLAINTIFF

vs

MULTINATIONAL LIFE INSURANCE
COMPANY
DEFENDANT

Civil: No.

Re: Declaratory judgment & Damages
JURY Trial Requested

COMPLAINT

TO THE HONORABLE COURT:

Comes now, MARIA DEL PILAR LAPEIRA-PEREZ, through her undersigned attorneys, and respectfully states, allege and request as follows:

INTRODUCTION

1. This is a civil action for declaratory judgment and damages resulting from the denial of a Disability Insurance claim for the loss of sight of plaintiff's right eye. The cause of action arises out of an insurance contract made between Multinational Life Insurance Company, insurer, and Maria del Pilar Lapeira-Perez, insured; and the Civil Code of Puerto Rico. Jurisdiction is based on diversity of citizenship, with the cause of action arising under the laws of the Commonwealth of Puerto Rico.

JURISDICTION

2. The jurisdiction of this court is invoked pursuant to 28 USC §1332. The plaintiff is domiciled in the Country of Spain. Defendant is either a citizen of the Commonwealth of Puerto Rico or of a state or country other than Spain.
3. There is more than \$75,000.00 in controversy, exclusive of interests and costs.

4. This Honorable Court has the proper venue for this action, since it arose within the Commonwealth of Puerto Rico.

PARTIES

5. Plaintiff, Maria del Pilar Lapeira-Perez a/k/a as Maria Pilar Lapeira-Pérez a/k/a Maria Pilar Lapeyra Pérez, is an adult, single and a citizen of Spain and the United States of America. She is domiciled in calle Bocángel 3-2, 28020 Madrid, Spain.
6. The defendant Multinational Life Insurance Company was and now is an insurance company organized and existing under the laws of the state of PR with office and principal place of business at 410 Ave. Ponce De Leon San Juan PR 00918, and authorized by the Insurance Commissioner of Puerto Rico to transact insurance business in Puerto Rico.

FACTUAL ALLEGATIONS

7. On December 9, 1998 in consideration of the premiums provided for therein, National Life Insurance Company issued to plaintiff Insurance Policy No. ABL-1942.
8. On December 2011, the Office of the Insurance Commissioner of Puerto Rico approved a change in name from National Life Insurance Company to Multinational Life Insurance Company.
9. The policy provides, among other things, that, should plaintiff lose the sight of an eye, defendant is obliged to pay the principal sum of \$100,000.00 to plaintiff.
10. On June 29, 2012, while this policy was in full force and effect, plaintiff suffered an accident in her right eye, as a result of which she experienced total and irrevocable loss of vision on her right eye.

11. On September 26, 2012, plaintiff made a written proof of loss to defendant of her claim against her Disability Insurance. Defendants never acknowledged receipt of said written claim.
12. Again on May 29, 2013, plaintiff made a second written proof of loss to defendant. Plaintiff has complied with all conditions of the policy to be performed on her part. Defendant acknowledged receipt of this notice.
13. Further on June 27, 2013, defendant denied plaintiffs benefit claims under the Insurance Policy, under the premise that she did not experience total and irrevocable loss of sight in her right eye.

FIRST CAUSE OF ACTION
DECLARATORY JUDGMENT

14. Plaintiff hereby incorporates by reference the averments contained in the preceding paragraphs.
15. The insuring agreement in its pertinent parts provides as follows:

“Accidental Death and dismemberment-Principal Sum: \$200,000.00”

“Accidental Death, dismemberment or loss of sight

If within a year of the date of the accident such injuries result in the death or dismemberment or loss of sight of the insured the company will pay

-Loss of life or loss of two body parts...

100% of the Principal Sum

-Loss of one body part 50% of the principal sum...”

“Payment of Claims

Indemnification for accidental loss of life will pay all designated beneficiaries, if none exists, to the estate. The rest of the indemnizations will be paid to the insured.

It is set, otherwise, that only the listed amounts will be paid (“the highest”) for all injuries resulting from the same accident.

“Body part” means one hand, foot, or eye.

“Loss” means with respect to the hands and feet, complete separation above the joint of the wrist or ankle; with respect to the eyes, total and irrevocable loss of sight.”

(Translation provided)

16. Multinational Life Insurance Company insurance agreement provides for payment in the amount of \$100,000.00 for the total and irrecoverable loss of sight in one eye.
17. As a result of plaintiffs accident of June 29, 2012, plaintiff has suffered total and irrecoverable loss of sight in her right eye.
18. Since defendant has denied party plaintiff’s claim, the appearing party request from this Honorable Court determine the rights of party plaintiff in relations to the insuring agreement Policy No. ABL-1942 and her right to receive payment in the sum of \$100,000.00

SECOND CAUSE OF ACTION
BAD FAITH

19. Plaintiff hereby incorporates by reference the averments contained in the preceding paragraphs.
20. Defendant on June 27, 2013 denied plaintiffs claim on Policy ABL-1942.
21. Defendant’s denial of coverage was based on the baseless argument that Ms. Lapeira-Pérez’ loss of sight in her right eye did not constitute total and irrevocable loss of sight as required by the policy.
22. Defendant by denying the claim and its contractual obligation with plaintiff have acted in bad faith.

23. Plaintiff has suffered pain and suffering due to defendant's bad faith in denying her disability claim.

JURY TRIAL

24. Plaintiff requests the present complaint be tried by a jury in accordance with the provisions of FRCP 38.

RELIEF REQUESTED

WHEREFORE, Maria del Pilar Lapeira-Pérez, plaintiff, respectfully requests that this Honorable Court grant the Complaint filed against Multinational Life Insurance Company, defendant, and enter judgment as follows:

- A. Maria del Pilar Lapeira-Pérez' loss of sight in her right eye means total and irrevocable loss of sight as per the definition in the insuring agreement;
- B. The Insurance Policy ABL-1942 issued by Multinational affords coverage for the loss of sight suffered by plaintiff;
- C. Grant plaintiff the sum of \$100,000.00 as set forth in the insurance policy to compensate for this loss;
- D. Determine Multinational Life Insurance Company acted in bad faith when it declined the claim notified by plaintiff;
- E. Award an amount equal or greater to \$150,000.00 for pain and suffering due to defendant's bad faith;
- F. Award Cost and Attorneys' fees in favor of plaintiff
- G. Order the provision of any other remedy that it deems appropriates.

It is hereby certified that the foregoing was filed with the Clerk of the Court via the CM/ECF system of the Court.

Respectfully Submitted, in San Juan, Puerto Rico on February 23, 2015.

S/JOSÉ A. RIVERA-CORDERO
USDC-121512

S/ JAVIER A. RIVERA-VAQUER
USDC-225809

JOSE A. RIVERA CORDERO
JAVIER A. RIVERA VAQUER
P. O. BOX 192376
SAN JUAN PR 00919-2376
SAN JOSÉ BLDG., SUITE 900
1250 PONCE DE LEÓN AVENUE
SAN JUAN, PUERTO RICO 00907
TEL:(787)759-3634 FAX:(787)771-5037
E-MAIL: jarivera@rimerico.com;
jariva@rimerico.com